SERIAL 14030 S LOCKSMITH AND DOOR SERVICES

DATE OF LAST REVISION: July 10, 2014 **CONTRACT END DATE: June 30, 2017**

CONTRACT PERIOD THROUGH JUNE 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **LOCKSMITH AND DOOR SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 10, 2014.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/ao
Attach

Copy to: Office of Procurement Services
Don Jeffery, FMD

(Please remove Serial 10154-S from your contract notebooks)

SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY 4634 S. PRESA, SAN ANTONIO, TX 78223

Attachment A

COMPANY NAME:	**Southern Folger Detention Equipment Company, LLC**
MAILING ADDRESS:	**4634 S. Presa San Antonio, TX 78223**
TELEPHONE NUMBER:	**(210)533-1231**
FACSIMILE NUMBER:	**(210)533-2227**
WEB SITE:	**www.southernfolger.com**
REPRESENTATIVE NAME:	**James Harris**
REPRESENTATIVE TELEPHONE NUMBER:	**(210)533-1231**
REPRESENTATIVE E-MAIL:	**jharris@southernfolger.com**

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	☑	☐	**0**
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	☑	☐	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **6**% OF TOTAL BID AMOUNT

☑ NET 30 DAYS

Title	Unit Price	Qty	UofM	Description	Bidder Notes
Labor: Regular Business Hours	$95.00	1	hour	Labor for repairs during regular business & hours.	See Section 2.3.1.
Labor: After Hours Service Work	$117.00	1	hour	Labor for repairs after hours service work.	See Section 2.3.2.
Labor: Weekend Service Work	$117.00	1	hour	Labor for repairs for weekend service work.	See Section 2.3.3.
Labor: Holiday Service Work	$138.00	1	hour	Labor for repairs for holiday service work.	See Section 2.3.4.
Parts, Materials, Components - Cost Plus Percentage	15.00%	1	each	Please provide your Parts, Materials, Components - Cost plus percent markup amount.	
Additional Services	$95.00	1	hour	Please provide an hourly rate for any additional services outside the scope of work.	

BIDSYNC

PRICING SHEET: NIGP CODE 91048, 45055

Vendor Number: 2011004986 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2017.**

LOCKSMITH AND DOOR SERVICES

1.0 INTENT**:**

The intent of the Invitation for Bid (IFB) is to source responsive responsible contractors to repair, maintain, and replace all types of pneumatic, electronic, motorized and manual detention sliding doors, all types of pneumatic, electronic, electromechanical and motorized detention door locking systems, as well as standard locking devices located at various sites throughout Maricopa County.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.16 and 2.17, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 Majority of work performed under the provisions of this contract include detention locking systems, and related maintenance, and replacement parts for:

2.1.1 Pneumatic sliding doors

2.1.2 Pneumatic door locks

2.1.3 Electric motorized sliding doors

2.1.4 Electromechanical door locks

2.1.5 Manual detention door locks

2.1.6 Electromechanical gate locks

2.1.7 Pneumatic gate locks

2.1.8 Replacement of Pneumatic equipment and air lines

2.1.9 Perform recurring maintenance

2.1.10 Service may be requested in other geographical cities within Maricopa County: Avondale, Buckeye, Carefree, Cave Creek, Chandler, El Mirage, Fountain Hills, Gilbert, Gila Bend, Glendale, Goodyear, Guadalupe, Litchfield Park, Mesa, Peoria, Sun City, Surprise, Tempe, Tolleson, and Wickenburg.

2.2 The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to complete the specifications herein.

2.3 SERVICE HOURS:

2.3.1 *REGULAR BUSINESS HOURS SERVICE WORK* shall be performed between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

2.3.2 *AFTER HOURS SERVICE WORK* shall be performed after 6:00 PM and before 6:00 AM the following morning.

2.3.3 *WEEKEND SERVICE WORK* shall be performed after 6:00 AM on Saturday through Monday morning before 6:00 AM.

2.3.4 *HOLIDAY SERVICE WORK* shall be performed during any Maricopa County holiday.

2.4 RESPONSE TIMES:

2.4.1 Response time to all *BUSINESS HOURS* repair service work **shall be within four (4) hours** on-site after Contractor receives request from FMD, with the exception of an emergency request that occurs during *BUSINESS HOURS*, which shall be two (2) hours.

2.4.2 *AFTER HOURS* and *WEEKENDS/HOLIDAY* repair request **shall have a four (4) hour** response time, unless declared an emergency, then it shall be two (2) hours on site.

2.4.3 The Contractor shall be required to provide the County a twenty-four (24) hour toll free access to their staff via any communications system they choose.

2.5 BACKGROUND CHECK:

2.5.1 Contractor's staff providing glazing services shall require the following:
2.5.2 One, or combinations of, a background check from:
2.5.3 Facilities Management Department;
2.5.4 Maricopa County Sheriff's Office:
2.5.5 Superior Court;
2.5.6 The cost of this service will be incurred by FMD.

2.6 **MCSO SECURITY/BACKGROUND CLEARANCE (ATTACHMENT D)**

2.6.1 **Jail Facility Access Security Clearance – All Service Contractor's (includes subcontractors) entering Maricopa County Sheriff's Office (MCSO) jail facilities are required to complete a security clearance and/or background check by the MCSO. The background investigation may include a criminal records background check. The background check will be carried out by the MCSO at the County's expense.**

2.6.2 **All Contractors that work within/for the Custody Support Division shall have a badge provided to them upon successful completion of the background check. The badge must be displayed at all times in the jail facilities. The assessment by the MCSO, as to eligibility of the Contractor's employee, is final and is not appealable. Once a successful background is completed, each employee and the contracting company will be required to go through Volunteer Training,**

2.6.3 **The Contractor shall be notified if their employee is approved to perform services at the MCSO facilities. Pursuant to state law, the information derived from the background check cannot be divulged to the contractor or any other unauthorized party. Final award of this contract may be contingent upon the Contractor's successful completion of the security clearance requirements.**

2.6.4 **Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the contract.**

2.7 **PRISON RAPE ELIMINATION ACT (PREA)**

2.7.1 **"Under the Prison Rape Elimination Act you will be required to undergo a criminal background records check, which includes being fingerprinted prior to starting any work and are authorizing the Sheriff's Office to conduct this procedure." See attached Acknowledgement form.**

2.7.2 **All Contractor's shall be subject to a criminal background records check, which includes being fingerprinted, before the Contractor can be authorized to perform services for the Sheriff's Office, in accordance with the PREA Standards.**

2.7.3 **All Contractors, who are contracted for five (5) or more years, shall be subject to a criminal background records check, which includes being fingerprinted, at least, every five (5) years, in accordance with the PREA Standards.**

2.8 **PREA TRAINING (ATTACHMENT E)**

2.8.1 **ALL Contractors' shall sign a Prison Rape Elimination Act (PREA) Acknowledgement Form, and ALL Contractors' will be required to attend mandatory PREA training each calendar year. Training will be administered by the Custody Support Division, prior to providing services to the Sheriff's Office.**

2.9 **DETENTION AND SHERIFF'S OFFICE FACILITIES SECURITY GUIDELINES:**

2.9.1 **PART 1 – GENERAL ACCESS REQUIREMENTS AND SECURITY BACKGROUND CHECKS**

2.9.1.1 **For the purpose of this procedure, the following terms shall apply:**

2.9.1.1.1 **Acceptable ID: Identification documents such as a driver's license, passport or military ID which contain at a minimum: date of birth, sex and either a clear photograph or a second numerical identifier, such as a Social Security number. If an Arizona Driver License number is not submitted, the applicant must submit to a digital photograph that will be used during the background investigation and for an ID card if appropriate.**

2.9.1.1.2 **Contractor Personnel: Non-employees who provide services in any Sheriff's Facility on a regular or irregular basis. Contractor personnel shall have entry to detention or district facilities at the discretion of the Sheriff or his designee for the duration of the construction project.**

2.9.1.2 **Contractor personnel shall complete a Sheriff's Office Application for Courtesy Identification and the Prison Rape Elimination Act forms prior to performing any services, or gaining access to any Sheriff's Office Facility. Application forms shall be completely and legibly filled out and signed. False statements shall be grounds for disqualifying the applicant. Application forms shall be submitted to the Facilities Management Project Manager who will then forward the forms to the Sheriff's Office Facilities Project Coordinators for processing. Forms must be submitted to the Maricopa County Sheriff's Office Facilities Project Coordinators in the Construction Maintenance Division at least TEN (10) working days prior to the date required to access the facility. You can reach Karl Gosch at 602-876-4479 or by cell at 602-527-2194 (Tues – Fri). You can also reach Charles Grimes at 602-876-1896 or by cell at 602-527-5714 (Mon –Thur).**

2.9.1.3 **The information provided on the Maricopa County Sheriff's Office Application for Courtesy Identification form will be used to conduct a criminal history check. Any resulting criminal history documentation will be forwarded to the Sheriff's Office Facilities Project Coordinator, or his designee. It will be reviewed on a case by case basis to determine whether the applicant poses any risk to the safety of any persons, or to the security of any jail or facility.**

2.9.1.4 **Applicants must meet the following conditions to be approved by the Sheriff or his designee for access to Sheriff's Office Facilities:**

2.9.1.4.1 **Be at least eighteen (18) years of age. There will be no exceptions.**

2.9.1.4.2 **At least twelve (12) months must have elapsed since serving a term of probation or parole. If parole or probation is a result of a sexual crime the person shall not be granted access.**

2.9.1.4.3 **If the ex-offender served a jail sentence as the result of a misdemeanor conviction, a minimum of twelve (12) months must have elapsed since last being incarcerated in any jurisdiction. Any ex-offender that has a crime that was sexually related shall not be granted access into Sheriff's facilities in order to comply with PREA Standards.**

2.9.1.4.4 **If the ex-offender served a jail or prison term as a result of a felony conviction, access will be denied.**

2.9.1.5 **Contractor personnel who are approved after a criminal history check shall be issued a Sheriff's Office Facility Visitor Card. The card remains the property of the Sheriff's Office and may be revoked if the following rules and regulations are not adhered to:**

2.9.1.5.1 **The card shall be worn in plain view on the front of the shirt or on a chain around the neck at all times while in a Sheriff's Office facility.**

2.9.1.5.2 **All personnel are required to submit to a search for contraband, if asked.**

2.9.1.5.3 **Contractor personnel are prohibited from duplicating the card.**

2.9.1.5.4 **Contractor personnel who lose their access cards shall report the loss to the Jail Commander or Sheriff's Office Facilities Project Coordinator as soon as possible.**

2.9.1.5.5 **Allowing another person to use the I.D. Card is prohibited.**

2.9.2 **Contractor personnel who are approved after a criminal history check may be placed on a list and only those listed will have access to the Sheriff's Office Facility or Grounds.**

2.9.3 **Contractor's personnel who become involved in a criminal investigation during the contract period, either on the job or on their own time, must notify the Sheriff's Office Facility Planning Coordinator within twenty-four hours. Contractor's personnel access may be subsequently suspended or revoked at the discretion of the Sheriff's office Facility Planning Coordinator, Facility Commander/ District Commander or designee.**

2.9.3.1 **All concerns regarding contractor personnel should be forwarded to the Sheriff's Office Facility Planning Coordinator. The services of any contractor may be reduced, postponed or discontinued for any of the following reasons:**

2.9.3.1.1 **Violating these guidelines.**

2.9.3.1.2 **Participating in unlawful or immoral conduct.**

2.9.3.1.3 **Showing signs of an illness or condition that might interfere with the individual's ability to perform his duties or threaten the security, health or safety of anyone involved.**

2.9.3.1.4 **Reporting to work with any odor of intoxicating beverage on their breath or while under the influence of any intoxicating beverage to any degree.**

2.9.3.1.5 **Behaving in a manner which threatens the safety and security of the jail, staff or inmate.**

2.9.3.1.6 **Unauthorized contact with inmates.**

2.9.3.1.7 **Possession or use of any controlled substances, narcotics or hallucinogens, except when prescribed by a physician, for any illness or injury unless otherwise provided by the Arizona Revised Statutes §13-2501.**

2.9.3.1.8 **Possession of any weapon on or near County property.**

2.9.3.1.9 **Failure to follow the directions of a Sheriff's Office Staff.**

2.9.3.1.10 **Being in an unauthorized area.**

2.9.3.1.11 **Possession of tobacco products, including electronic cigarettes or pipes, alcohol, and weapons are strictly prohibited on jail premises.**

2.9.3.1.12 **Under no circumstances will cell phone cameras be used without the express permission of the Jail Commander/District Commander or designee.**

2.9.3.1.13 **Under no circumstances will MP3 players, radios, I-Pods or similar devices be permitted on to the facility.**

2.9.3.1.14 **Contraband as defined in Arizona Revised Statute §13-2501.**

2.9.3.2 **The Sheriff's Office Facility Visitor Card is to be used for no other purpose than to access the specific areas related to the project in progress. On completion of the project, the cardholder shall immediately return the card to the Jail Commander/District Commander, or the Sheriff's Office Facility Planning Coordinator.**

2.9.4 **PART 2 – FACILITY ENTRY AND EXIT REQUIREMENTS**

2.9.4.1 **Entry into and exit from the job site will be coordinated with the Jail Commander/District Commander, or his designee, or the Sheriff's Office Facility Planning Coordinator prior to the commencement of the project.**

2.9.4.2 **NOTE: ENTRY AND EXIT COULD BE DELAYED DUE TO UNSCHEDULED INMATE MOVEMENT OR ACTIVITIES.**

2.9.5 **The time of entry and exit must be predetermined by the Jail Commander/District Commander or his designee who may consider a more flexible schedule. With the exception of delivery truck drivers, entry will not be granted to any person who is not in possession of a valid Sheriff's Office Facility Visitor Card or on the access list.**

2.9.6 **At the start of each workday (times will vary), all persons working on this project will enter the grounds at one time in the AM.**

2.9.7 **At the end of each workday (times will vary), all persons working on this project will exit the grounds at one time in the PM.**

2.9.8 **While it is suggested that all contractors bring their lunches, sodas, etc. with them when they enter the grounds each AM, they may depart the grounds for lunch if they so desire, however, they must ALL depart and return at the same time.**

2.9.9 **Port-A-Johns will need to be placed on the grounds by the contractor. An area will be decided by the Jail Commander/District Commander or his designee or the Sheriff's Office Facility Planning Coordinator.**

2.9.10 **Equipment, and Supplies, etc. may be brought in through the Facilities Vehicle gates.**

2.9.11 **All Weapons and Alcohol are strictly prohibited on jail premises or grounds.**

2.9.12 **Tobacco and tobacco products including electronic cigarettes or pipes cannot be brought into the Facility.**

2.9.13 **The contractor must inventory all tools brought into the facility, before entering and departing the jail grounds. Copies must be provided to the Jail Staff. Contractors may leave tools on site provided they are locked up in a metal storage container in a location approved by the Jail Commander/District Commander or his designee.**

2.9.14 **Tools that are NOT being used must be kept in secured containers or within the immediate reach and control of the contractor.**

2.9.15 **Contractor personnel shall not operate any Sheriff's Office property.**

2.9.16 **CONTRACTOR MUST IMMEDIATELY REPORT ANY LOSSES OR UNEXPLAINED DAMAGE TO EQUIPMENT TO THE JAIL COMMANDER/OR THE DISTRICT COMMANDER.**

2.9.17 **Contractors will NOT talk to or associate with any inmate for any reason.**

2.9.18 **PART 3 - DISRUPTION TO ELECTRICAL SERVICE OR WATER SERVICE**

2.9.19 **We MUST have at least twenty-four (24) hours advance notice prior to the electricity or water being shut off TO ANY AREA.**

2.9.20 **The electricity or water service to only one (1) housing unit or building will be shut off at any time.**

2.9.21 **The length of time it is off is to be kept to the absolute minimum; however, it MUST never exceed four (4) hours in duration**

2.9.22 **PART 4 – KEYS**

2.9.22.1 **Keys will NOT be left in any vehicle or piece of equipment that is left unattended.**

2.9.22.2 **If a key is not required to start any vehicle or piece of equipment, then that vehicle or piece of equipment will be disabled so an inmate will not be able to start it if it is not in the immediate control of a contractor.**

2.9.23 **PART 5 – VEHICLES**

2.9.24 **Only job essential vehicles may be brought onto the grounds. Note that these vehicles will remain on the grounds only long enough so that equipment, supplies, etc., may be loaded/unloaded.**

2.9.25 **Personal vehicles will not be allowed on the grounds.**
Personal or contractor vehicles parked outside the grounds will not be parked within twenty (20) feet of any fence line or within fifty (50) feet of any fence line gate.

2.9.26 **PART 6 – MECHANICAL PLANT**

2.9.27 **If cranes or other types of mechanical equipment are to be used or left unattended, a temporary fence must be erected up around them by the contractor.**

2.9.28 **Equipment and supplies will not be staged on grounds without prior approval from the Jail Commander/District Commander, or his designee.**

2.9.29 **PART 7 - EXCAVATION:**

2.9.30 **We MUST have a minimum of twenty-four (24) hours advance notice prior to any digging being done within any secured perimeter fencing.**

2.9.31 **Prior to any excavation, the specific location of underground utilities shall be marked. If there is any doubt of their location, the Facilities Management Project Manager shall be contacted. Any disruption to services will be repaired at the contractor's expense. All services must be back on-line prior to the contractor leaving for the day. There will be no exceptions.**

2.9.32 **The contractor shall be fully conversant of the location of ALL shut-off valves, (water and gas) and all electrical panels prior to commencing excavation.**

2.9.33 **All excavations MUST be properly marked during daylight hours and adequately illuminated and marked during the hours of darkness.**

2.9.34 **All excavations that go under any fence line or gate MUST be completely back filled and tamped or covered with a heavy steel plates that are secured to the ground except when the contractor is physically working in that excavated area.**

2.9.35 **AT NO TIME WILL A HOLE OR TRENCH, ETC., THAT GOES UNDER A FENCE OR GATE BE LEFT UNCOVERED IF IT IS UNATTENDED BY THE CONTRACTOR.**

2.9.36 **Equipment and supplies shall NOT be left with twenty (20) feet of any fence or building.**

2.9.37 **Ladders used to access roofs shall NOT be left unattended. All ladders left on the job site shall be secured with a pad lock to prevent their use by unauthorized persons.**

2.9.38 **PART 8 – DISRUPTION TO FIRE ALARM SYSTEM**

2.9.39 **The fire alarm system can only be deactivated, reactivated or reset by Maricopa County's contracted fire alarm system vendor. The Contractor is to complete Section 00865, Fire System Bypass Request Form and submitted to the Facilities Management Project Manager <u>three business days prior</u> to the disabling of any fire alarm or sprinkler system. The contractor will be responsible for all vendor fees for services.**

2.9.40 **IF DIRECTED BY THE SHERIFF'S OFFICE STAFF, WORK MUST BE STOPPED: THIS ORDER MUST BE COMPLIED WITH AND CONTRACTORS MUST LEAVE IMMEDIATELY WITHOUT QUESTIONS, AS THE SAFETY OF THE CONTRACTORS AND THE STAFF COULD BE IN JEOPARDY.**

2.9.41 **BASED ON SECURITY AND SAFETY ISSUES, STRICTER CONTROLS MAY HAVE TO BE IMPLEMENTED; HOWEVER, THE JOB SUPERINTENDENT WILL BE ADVISED PRIOR TO ANY CHANGES BEING MADE.**

2.9.42 **PART 9 - PRISON RAPE ELIMINATION ACT (PREA)**

2.9.42.1 **"Under the Prison Rape Elimination Act you will be required to be fingerprinted prior to starting any work and are authorizing the Sheriff's Office to conduct this procedure"**

2.9.42.2 **See attached form. (Attachment E)**

2.9.43 **PART 10- Telephone or Data Rooms in Sheriff's Office Facilities**

2.9.43.1 **The final determination for access in to Telephone or Data Rooms in Sheriff's Office facilities shall be made by the Telecommunications Commander Scott Wilson.**

2.9.43.2 **Only Terminal Operator Certified Personnel (TOC) shall have access to Criminal Justice information. Please see Scott Wilson for details.**

2.10 UNIFORM REQUIREMENTS

All employees of the contractor providing services to the County must wear a company uniform identified with the company name consisting of a minimum of one of the following:

2.10.1 Shirt / Blouse
2.10.2 Vest
2.10.3 Hat

2.11 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.12 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, any employee who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Maricopa County.

2.13 SERVICE PERFORMANCE ACCEPTANCE:

2.13.1 Contractor shall complete all work, to the satisfaction of the requesting agency, which includes the cleanup and removal of all waste generated in the performance of any repairs.

2.13.2 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and given one (1) day to remedy the defective work. Labor for all jobs requiring any rework shall be at no cost to the County. If the Contractor fails to meet this requirement, the County reserves the right to obtain glass repair services from another source and deduct the cost from any monies due the Contractor.

2.13.3 Should the need arise to replace any hardware it shall be replaced with same/like item (style, brand, duty rating, keyway, and ADA approval) unless different hardware is requested by the County Department.

2.13.4 Door cylinder re-keying and the replacement thereof are restricted services provided under this contract. Only with the express written consent from County lock shop personnel, will this service be performed by Contractor, excluding leased buildings. This service will be considered restrictive for the purposes of lock and key control.

2.13.5 The Facilities Management Department may, in some cases, furnish the Contractor the necessary hardware to complete a job. This option is discretionary, dependent on Contractor not having the hardware to complete the job, or the County desiring to deplete its inventory of stocked components or the County can source the hardware at a lesser cost than the Contractor.

2.13.6 Services provided to the County shall be warranted for 30 days by the Contractor for both parts and labor.

2.13.7 County agencies or Facilities Management Department requesting an estimate for a specific job will not be charged for the cost of the estimate.

2.13.8 Contractor will be responsible to communicate all incomplete work to the user agency and ensuring all incomplete work will not hinder the securing of any office or building.

2.13.9 The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs of locks and locksets. Special order parts requested by the County will require the County to pay for shipping costs.

2.13.10 To protect the interest of the County, the bidder guarantees that all keys, locks, knob sets, door closures, and related lock components furnished will be the types and quality that meet or exceed O.E.M. specifications, and ADA requirements.

2.14 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.16.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.16.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

2.16.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.17 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.18 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.19 FUEL COST PRICE ADJUSTMENT:

2.19.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.19.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.19.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.19.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.19.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.19.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: http://www.eia.doe.gov/

2.19.7 The computation of the fuel surcharge amount shall be determined as follows:

2.19.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.19.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.19.7.3 The surcharge shall be added as a separate line item to the invoice.

2.20 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

The County is a member of the $AVE cooperative purchasing group. $AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the $AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of $AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of $AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.21 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

3.18.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer**.** I-9 forms are available for download at USCIS.GOV.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.